

33763

Book 93

MORTGAGE - Standard Form

(No. 52A)

F. J. Berles, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture,

Made this 14th day of October
A. D. 1947 between Marion A. Barlow and his wife, Jessie Barlow

of Lawrence in the County of Douglas and State of Kansas
of the first part, and John C. Ealick.

of the second part.

Witnesseth. That the said part 1st of the first part, in consideration of the sum of Fifteen Hundred and no/100----- DOLLARS to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and Mortgage to the said part 2nd of the second part his heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows to-wit: Lots Nos. Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11) and Twelve (12), all in Block No. Eighteen (18) in Lane Place Addition in the City of Lawrence, Kansas, also Beginning at the Southeast corner of the North Half of the Northwest Quarter of Section Thirty Six (36), Township Twelve (12), of Range Nineteen (19), thence North on the Quarter Section line 526 feet, more or less, to the center of Eighth Street produced West from the City of Lawrence, thence West 34 rods, thence South 526 feet, more or less to the South line of the North Half of the Northwest Quarter of said Section 36, thence East on said South line of North Half of Northwest Quarter to the place of beginning, less the tract of land conveyed to Irving Hill and described in the deed recorded in Book 157, Page 667. with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances

This grant is intended as a mortgage to secure the payment of Fifteen Hundred and no/100----- Dollars, according to the terms of one certain note this day executed and delivered by the said parties of the first part to the said part 2nd of the second part

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said part 2nd of the second part his executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all the money arising from such sale to retain the amount then due for principal and interest, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the part 2nd of the second part making such sale, on demand, to said parties of the first part, their heirs and assigns

In Witness Whereof. The said part 1st of the first part have hereunto set their hand and seal the day and year first above written.
Signed, Sealed and delivered in presence of
Marion A. Barlow (SEAL)
Jessie Barlow (SEAL)

STATE OF KANSAS,
Douglas County

Be It Remembered: That on this 14th day of October A. D. 1947 before me, the undersigned a Notary Public in and for said County and State, came Marion A. Barlow and his wife, Jessie Barlow.

to me personally known to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.
WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My Commission Expires Jan 31 1948 Notary Public

This instrument described, having been paid in full this mortgage is hereby released and the lien, lease, credit, mortgages, etc. it contains are hereby cancelled, this 14th day of October A. D. 1947.
This Douglas County Clerk's Office and Seal are hereby
by Paul Crest Secretary